



DEPARTMENT OF CORRECTIONS

Leading Nevada Corrections Into the Future

THE NEVADA DEPARTMENT OF CORRECTIONS
IS SOLICITING PROPOSALS FOR
Vending Machines
REQUEST FOR PROPOSAL NO. 12-03

DEADLINE FOR SUBMITTING QUESTIONS: February 13, 2004 @ 2:00PM PST

DEADLINE FOR SUBMISSION AND OPENING DATE & TIME: March 01, 2004 @ 2:00PM PST

Project Abstract: The State of Nevada Department of Corrections is seeking proposals for the sale of candies, snacks, cold foods, hot foods, hot and cold drinks and cigarettes to NDOC facilities located throughout the state. Vendors may provide statewide bids or bid by region as defined in proposal overview.

The actual RFP document consists of 36 pages.

A copy of this Request for Proposal (RFP) may be obtained by any of the following methods:

1. Retrieve the document from the Nevada Department of Corrections Web Page at: www.ndoc.state.nv.us. You will be responsible for checking the web site for any amendments.
- 5 E-Mail us at cphenix@ndoc.state.nv.us and request a copy of the RFP be forwarded to you. Please include your company name, address, contact name, phone number and fax number. We will automatically send you any amendments or changes to the RFP.
- 6 Fill out this form and fax it back to us at (775) 887-3343. We will automatically send you any amendments or changes.

Company Name: _____ Contact Name: _____

Phone No. _____ Fax No. _____

E-mail Address: _____ Address: _____

City: _____ State: _____ Zip: _____

What is your preferred method for receiving documents? _____ Fax _____ Mail _____ E-Mail _____

THE NEVADA DEPARTMENT OF CORRECTIONS

Request For Proposal No. **12-03**
for

Vending Machines

Release Date: January 21, 2004

Deadline for Submission and Opening Date and Time: March 01, 2004 @ 2:00PM PST

For additional information, please contact:
Christine Phenix, Contract Compliance Monitor
(775) 887-3347

See Page 5, for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____ Print Name & Title _____

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A Request for Proposals process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. While adherence to specifications is desired, vendors may take exception to any requirement of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP). The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.150(2)(b).

1. OVERVIEW OF PROJECT

The Nevada Department of Corrections (NDOC) is requesting proposals to provide vending service to its various facilities located throughout the state. The purpose of this request is to establish qualified vendors to provide a wide variety of product, superior service and maximum profitability to the NDOC. Vendors may provide statewide bids or bid by region.

The NDOC houses approximately 10,500 inmates in various locations throughout the state. Those facilities to be serviced are listed in Section 4 page seven. Services will be provided in inmate visiting areas and administrative staff locations. Selected vendors will be required to provide a presentation/demonstration of their proposed method of providing service including a variety of vending machine type, product mix and site service schedule.

Current number of machines at each institution and product type is provided in Attachment D pages 35 & 36. The statewide estimated yearly gross sales for vending machines is \$850,000.00.

A site visit to the facilities in which you will be bidding on is mandatory. Site visits can be arranged through the Business Manager of each institution and must be completed during the week of February 2nd – February 6th. For the contact name and number of each facility, please see Section 4 page seven.

All persons who will be entering prison grounds will be required to complete a consent form for the purpose of a background check prior to the scheduled site visit. Please be sure that all questions on the consent form are answered completely, front and back, and return to Christine Phenix no later than January 29, 2004. Incomplete forms are grounds for denial as is the failure to list all arrests and convictions. To obtain a copy of the Consent Form, please contact Christine Phenix at (775) 887-3347.

Vendor demonstrations will be required as determined by the evaluation committee. Selected vendors will be notified no later than March 02, 2004. Demonstrations are scheduled for March 4th and 5th in Carson City, and March 8th and 9th in Las Vegas.

2. **ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Division</i>	Department of Corrections, Division of Support Services
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>NAC</i>	Nevada Administrative Code
<i>NRS</i>	Nevada Revised Statutes
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party not directly employed by the vendor who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<i>Will</i>	Expected or required.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.

3. SCOPE OF WORK

- 3.1 Equipment – Selected contractor must be prepared to install and operate vending machines at NDOC facilities within 30 days of notice of contract award. At the time of installation, all vending machines must be current production models, in new or like new condition. The decision as to the acceptability of a like-new machine will rest with the NDOC Chief of Purchasing or designee.
 - 3.1.1 Selected vendors must demonstrate the latest options available in vending, to include options for coin-less machines including digital readouts and dollar bill acceptors.
- 3.2 Locations – The locations of all vending machines installed are subject to the approval of the Facility Warden/Manager.
- 3.3 License and Permits – All products dispensed through the equipment installed shall be in conformity with applicable Federal, State and County Health Standards and all other applicable laws and regulations. The Contractor shall procure such licenses and permits as may be required.
- 3.4 Service of Machines – The Contractor will be required to service all equipment seven (7) days a week during normal working hours or on a written approved alternate schedule assuring adequate service is provided for usage of all equipment.
 - 3.4.1 All vending machines will be required to have a sticker, designating the location of the machines and giving the telephone number to be called for emergency service.
 - 3.4.2 The Contractor will be responsible for maintaining all equipment in a clean and sanitary condition.
 - 3.4.3 The Nevada Department of Corrections will provide normal custodial service, which consists of the cleaning of walks, hallways, etc., all other custodial services will be provided by the Contractor.
 - 3.4.4 The Contractor will be required to replace any vending machines, which is out of service for longer than forty-eight (48) hours due to repairs.
 - 3.4.5 The service employees of the Contractor must wear identifying uniforms. Denim pants will not be allowed. The Nevada Department of Corrections will provide identification and a mandatory background check will be performed on service employees with access to the Nevada Department of Corrections Facilities. Servicing hours must be compatible with the Department of Corrections operating hours as applicable. Scheduling must be approved by the Department of Corrections as applicable.

- 3.5 Delivery – Deliveries to the various vending machine locations must be made consistent with Nevada Department of Corrections security requirements.
- 3.6 Right to Inspect – Designated representatives of ALL facilities shall have the right to inspect any machines with the Contractors representative at any reasonable time.
- 3.7 Accounting – Revenue for machines in those areas designated as “Visiting” and those designated, as “Employee” shall be clearly defined by the Contractor, in order that funds received from “Visiting” areas are accounted for separately from funds received from other areas. Revenue checks must be accompanied by a detailed listing which clearly indicates machine location, whether “Visiting” or “Employee”, with revenue per machine and commission due no later than the 10th day of the following month. The Nevada Department of Corrections reserves the right to have a representative present when monies are removed from the vending machines and make counts in conjunction with the representative of the Contractor.
- 3.7.1 Revenue Checks are to be sent to:
Nevada Department of Corrections
Attn: Inmate Store Fund
P.O. Box 7011
Carson City, NV 89702
- 3.8 Reports – A computer generated report containing the breakdown of locations, gross sales, net sales and the commission percentage for each machines type and location is required. This report should indicate which machines are being used and if there is a need to add, relocate, or removed machines in an effort to increase sales and increase inmate family/NDOC employee satisfaction. In addition, the Department may require quarterly reports and reports showing gross volume of individual products to determine if there is a need to add or delete items in an effort increase sales and increase consumer satisfaction.
- 3.9 Vandalism/Theft – The Contractor shall be solely responsible for any and all losses, damages, theft, vandalism and breakage of any of the vending machines. The Nevada Department of Corrections will not be responsible for any of the above occurrences.
- 3.10 Refund Account – Where deemed necessary, the Contractor will provide a refund account for the refunding of monies to the public when a machine is not in good working order. An adequate accounting procedure for refunds will be established by mutual agreement between the parties hereto.

4. FACILITY LOCATIONS AND MAP

The following are the locations of the Nevada Department of Corrections facilities that will require installation of vending machines:

NORTHERN NEVADA

Administration Buildings in Carson City

Contact: Gary Long (775) 887-3305

Northern Nevada Correctional Center (NNCC)

1721 E. Snyder Avenue

Carson City, NV 89701

Business Manager: Randy Dunham

(775) 887-9250

Nevada State Prison (NSP) (SNCC)

3301 E. Fifth St.

Carson City, NV 89702

Business Manager: Jim Dibasilio

(775) 684-3004

Warm Springs Correctional Center (WSCC)

3301 E. Fifth St.

Carson City, NV 89702

Business Manager: Jim Dibasilio

(775) 684-3004

Silver Springs Conservation Center (SSCC)

4950 Shirlee Rd.

Silver Springs, NV 89429-0810

Business Manager: Jim Dibasilio

(775) 684-3004

Northern Nevada Restitution Center (NNRC)

2595 East Second St.

Reno, NV 89502

Business Manager: Jim Dibasilio

(775) 684-3004

Lovelock Correctional Center (LCC)

1200 Prison Rd.

Lovelock, NV 89419

Business Manager: Bernie Schneider

(775) 273-4250

RURAL NEVADA

Ely State Prison (ESP) (Maximum Facility)

4569 N. State Rt. 490

Ely, NV 89301

Business Manager: Dave McNeely

SOUTHERN NEVADA

Administration Buildings in Las Vegas

(number and type of machines is to be determined at a later date – a site visit is not mandatory for this location at this time).

Southern Desert Correctional Center (SDCC)

Cold Creek Rd.

Indian Springs, NV 89018

Business Manager: Lynn Emerson

(702) 486-3250

Southern Nevada Correctional Center

This facility is currently closed.

One Prison Rd.

Jean, NV 89019

(number and type of machines is to be determined at a later date – a site visit is not mandatory for this location at this time).

Jean Conservation Camp (JCC)

Three Prison Rd.

Jean, NV 89019-1859

Business Manager: Tom Wagner

(702) 879-6650

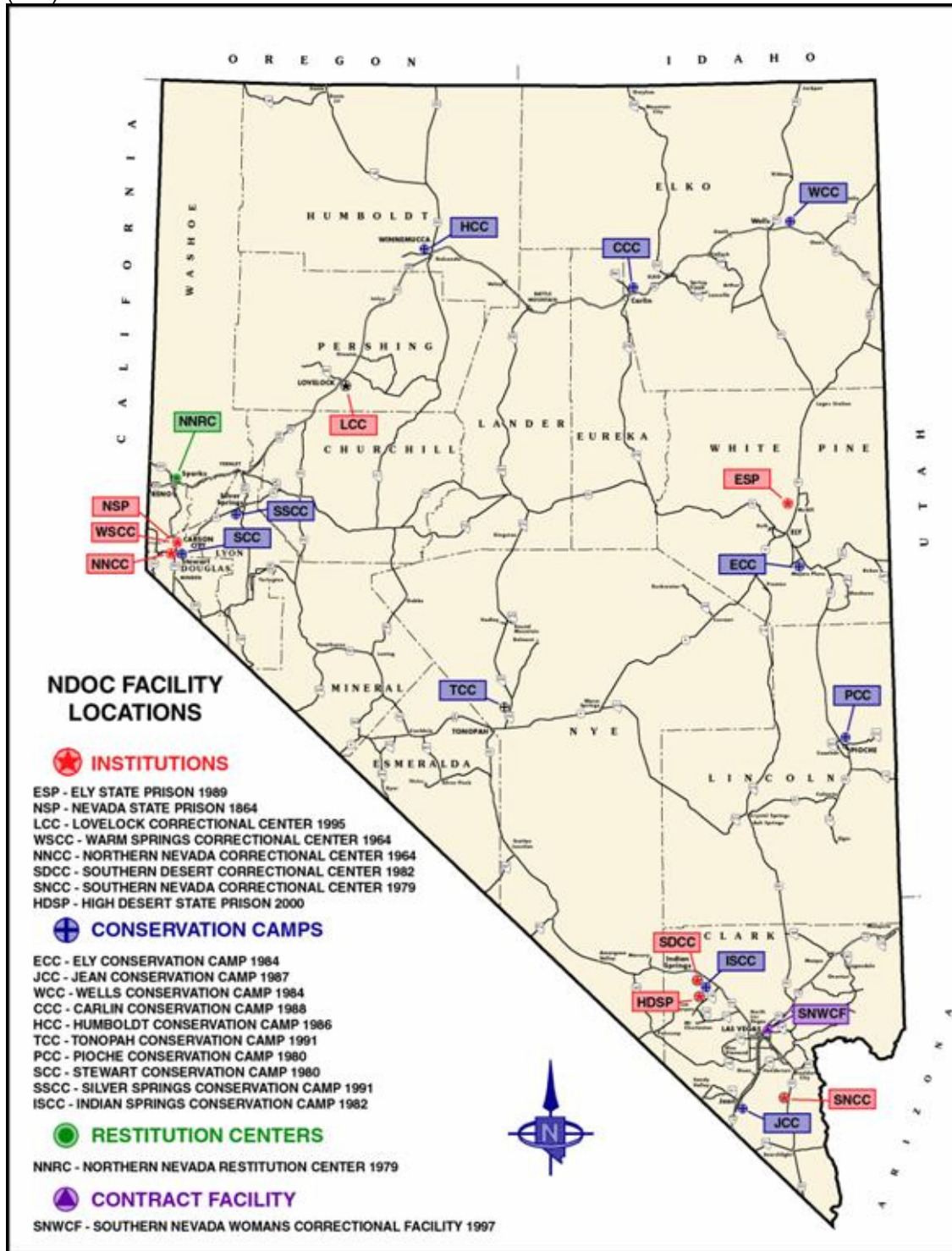
High Desert State Prison (HDSP)

22010 Cold Creek Rd.

Indian Springs, NV 89018

Business Manager: Tom Wagner

(702) 879-6650



5. SUBMITTAL INSTRUCTIONS

- 5.1 In lieu of a pre-proposal conference, the Department of Corrections will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to:

The State of Nevada, Department of Corrections
Attn: Christine Phenix, Contract Compliance Monitor
5500 Snyder Avenue, Carson City, NV 89701

Faxed to (775) 887-3343 or e-mailed to cphenix@ndoc.state.nv.us.

The deadline for submitting questions is February 13, 2004 @ 2:00, PM PST. All questions and/or comments will be addressed in writing and mailed, faxed or e-mailed to prospective vendors on or about February 18, 2004. Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

5.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Background clearance forms for mandatory site visits must be submitted no later than	January 29, 2004
Mandatory site visits to be completed during the week of	February 2 nd – February 6 th , 2004
Deadline for submitting questions	February 13, 2004 @ 2:00 PM PST
Answers to all questions submitted available on or about	February 18, 2004
<u>Deadline for submission and opening of proposals</u>	<u>March 01, 2004 @2:00PM PST</u>
Notification to vendors to participate in demonstration	March 02, 2004
Vendor Demonstrations:	
To be held in Carson City for the Northern Region	March 4 th and 5 th , 2004
To be held in Las Vegas for the Southern Region	March 8 th and 9 th , 2004
(Exact Time and Locations to be released at a later date)	
Evaluation period	March 10, 2004 – March 15, 2004
Selection of vendor	On or about March 16, 2004

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

- 5.3 Vendors must submit one (1) original proposal marked "MASTER" and four (4) identical copies to:

State of Nevada, Department of Corrections
Christine Phenix, Contract Compliance Monitor
5500 Snyder Avenue
Carson City, NV 89701

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO.: 12-03
PROPOSAL OPENING DATE: March 01, 2004
FOR: Vending Machines

- 5.4 **Proposals must be received at the above-referenced address no later than 2:00 PM PST, March 01, 2004.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 5.5 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will **NOT** be considered; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 5.6 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Nevada Department of Corrections designee as soon as possible and at least two days in advance of the opening.
- 5.7 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 5.8 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

- 5.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 5.10 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 5.11 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 5.12 The proposal must be signed by the individual(s) legally authorized to bind the vendor NRS §333.337.
- 5.13 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 6.0/7.0 via e-mail, diskette, or on the Department of Correction's website in PDF or EXE format at www.ndoc.state.nv.us. When requesting an RFP via e-mail or diskette vendors should contact the Nevada Department of Corrections for assistance. In the event vendors chose to receive the RFP on diskette, the vendor will be responsible for providing a blank 3.5" formatted diskette; unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.
- 5.14 Vendors utilizing an electronic copy of the RFP in order to prepare their proposals should place their written response in ***an easily distinguishable font*** immediately following the applicable question.
- 5.15 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Nevada Department of Corrections' designee. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NRS §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 5.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive NRS §333.311.
- 5.17 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Nevada Department of Corrections. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The Nevada Department of Corrections shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements

- 5.18 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.
- 5.19 **Proposals shall be submitted in two (2) distinct parts - the narrative/technical proposal and the cost proposal. The NARRATIVE/technical proposal must not include cost and pricing information.** While Technical and Cost proposals may be shipped together (i.e., in the same box/envelope), **each proposal, inclusive of the master and requisite number of copies, must be bound or packaged separately.**

6. PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed in order of descending precedence:
- Demonstrated competence;
 - Experience in performance of comparable engagements;
 - Reasonableness of cost;
 - Expertise and availability of key personnel;
 - Financial stability; and
 - Conformance with the terms of this RFP.

Proposals shall be kept confidential until a contract is awarded.

- 6.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS §333.335(5).
- 6.3 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 6.4 A Notification of Intent to Award shall be sent to any vendor selected NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 6.5 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS §284.173).

7. COMPANY BACKGROUND AND REFERENCES

7.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- 7.1.1 Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must become duly qualified to do business in the State of Nevada as a foreign corporation before a contract can be executed.
- 7.1.2 Location(s) of the company offices and location of the office servicing any Nevada account(s).
- 7.1.3 Number of employees both locally and nationally.

- 7.1.4 Location(s) from which employees will be assigned.
- 7.1.5 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 7.1.6 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 7.1.7 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description
- 7.1.8 Has the contractor ever been engaged under contract by any State agency?
[] Yes [] No
If "Yes," specify when, for what duties and for which agency.
- 7.1.9 Vendor's Dun and Bradstreet number.
- 7.1.10 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

7.2 REFERENCES

- 7.2.1 Vendors should provide a minimum of three (3) references from similar projects performed for state and/or large local government clients within the last three years. **Vendors are required to list the business reference information below and submit Attachment C, Reference Form; to the business references they list. The business references must submit the Reference Form directly to the Nevada Department of Correction's designee.** It is the vendor's responsibility to ensure that the completed forms are received by the Nevada Department of Corrections on or before the proposal submission deadline for inclusion in the evaluation process. Business References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Nevada Department of Corrections may contact any or all business references for validation of information submitted.
- 7.2.2 Client name;
- 7.2.3 Project description;
- 7.2.4 Project dates (starting and ending);
- 7.2.5 Technical environment; (i.e., Software applications, Internet capabilities, Data communications Network, Hardware)

7.2.6 Staff assigned to reference engagement that will be designated for work per this RFP;

7.2.7 Client project manager name, telephone number, fax number and e-mail address.

7.3 SUBCONTRACTOR INFORMATION

7.3.1 Does this proposal include the use of subcontractors?

7.3.1.1 Yes _____ No _____ Unknown _____

If "Yes", vendor must:

Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services. In the event subcontractor is providing goods, identify any warranty/maintenance and service, please specify in detail as required for primary vendor

7.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.

7.3.1.3 References as specified above must be provided for any proposed subcontractors.

7.3.1.4 The State requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the State will be notified of such payments.

7.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

7.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

8. **COMMISSION INFORMATION**

8.1 Vendors shall include with their proposal a complete break down of commissions to be paid on all vending machine items.

8.2 Vendors may provide statewide bids or bid by region as defined in proposal overview.

Note: Commission structure must not be included with the vendor's Technical Proposal, please refer to the Submittal Instructions.

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.4 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.5 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.6 Any irregularities or lack of clarity in the RFP should be brought to the Department of Correction designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.
- 9.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 9.10 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS §281 and NRS §284.
- 9.11 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).

- 9.12 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Complimentary proposals are illegal and prohibited.
- 9.13 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.14 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.15 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (NRS §333.333). Each vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 9.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 9.17 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.18 The awarded vendor must maintain, for the duration of its contract, insurance coverage's as set forth in the Insurance Schedule of the contract form appended to this RFP. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable

evidence of the required insurance coverages. Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.19 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 9.20 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 9.21 The State will not be liable for Federal, State, or Local excise taxes.
- 9.22 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. ******If the vendor will provide goods within the definition of Nevada's Uniform Commercial Code (NRS Title 8) in addition to the performance of services, execution of Attachment A of this RFP shall also constitute an agreement to the Attachment B terms and conditions, except such terms and conditions that the vendor**

expressly excludes.***** Exceptions will be taken into consideration as part of the evaluation process.

- 9.23 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.24 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.25 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.26 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.27 Any unsuccessful vendor may file an appeal in strict compliance with NRS §333.370 and chapter 333 of the Nevada Administrative Code.
- 9.28 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof NRS §332.195. The State is not liable for the obligations of any local government, which joins or uses any contract resulting from this RFP.
- 9.29 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

10. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Documents to be submitted with proposal:	Completed
1. Requested number of copies of technical proposals packaged separately	_____
2. Requested number of copies of commission structure packaged separately	_____
3. Page 1 of the RFP completed and signed	_____
4. Attachment A signed with exceptions noted	_____
5. Primary Vendor Information provided	_____
6. Subcontractor Information provided (if applicable)	_____
7. References provided for Primary Vendor	_____
8. References provided for Subcontractors (if applicable)	_____
9. Verification of licensure for Primary Vendor (if applicable)	_____
10. Verification of licensure for Subcontractors (if applicable)	_____
11. Certificate of Insurance	_____

Primary Vendor's Company Name: _____

Attachment A

CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE WITH TERMS AND CONDITIONS OF RFP PRIMARY VENDOR

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, the State will maintain confidentiality of identified and labeled proprietary information regarding a trade secret as defined in NRS §600A.030(5). The Nevada Department of Corrections will also protect any additional information marked "CONFIDENTIAL" providing you agree to indemnify and defend the State for honoring such a designation.

This proposal contains proprietary or confidential information Yes_____No_____

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____SIGNATURE_____

Primary Vendor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attachment A (continued)

CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE WITH TERMS AND CONDITIONS OF RFP SUBCONTRACTOR

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, the State will maintain confidentiality of proprietary information regarding a trade secret as defined in NRS §600A.030. The Nevada Department of Corrections will also protect any additional information marked "CONFIDENTIAL" providing you agree to indemnify and defend the State for honoring such a designation.

This proposal contains proprietary or confidential information Yes_____No_____

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____SIGNATURE_____

Subcontractor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attachment B

SAMPLE CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. **Please pay particular attention to the insurance requirements, as specified in paragraph 16.**

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process. It is not necessary for vendors to complete the Contract Form with their proposal responses.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, ADDRESS, PHONE, FACSIMILE NUMBER FEDERAL I.D. NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the State of Nevada; NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph (10).
4. NOTICE. Unless otherwise specified, termination shall not be effective until _____ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:
ATTACHMENT AA: STATE SOLICITATION and ATTACHMENTS #1, ETC.;
SCOPE OF WORK
ATTACHMENT BB: CONTRACTOR'S RESPONSE
6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. Either party upon written notice of default or breach to the other party may terminate this Contract as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those, which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (20).
11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.
12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

This space blank intentionally

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16.INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

- 1) Minimum Limits required:

<u>\$2,000,000.00</u>	General Aggregate
<u>\$2,000,000.00</u>	Products & Completed Operations Aggregate
<u>\$</u>	Personal and Advertising Injury
<u>\$1,000,000.00</u>	Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$ 500,000.00** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$ Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

Performance Security

Amount required: **Waived**

- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
- 2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
- 3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

General Requirements:

- a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The State of Nevada, (the agency), its officers, employees and immune contractors*** as defined in NRS41.0307 shall be named as additional insured's for all liability arising from the Contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insured's.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured's clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy

shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.

- f. Approved Insurer: Each insurance policy shall be:
- 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverage's required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
- Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. LOBBYING. The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- Any federal, state, county or local agency, legislature, commission, counsel or board;
 - Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
26. WARRANTIES.
- General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.
27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.
29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be

binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date
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Darrel Rexwinkel
Date _____

Title _____

Assistant Director of Support Services

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

Signature – Board of Examiners

Deputy Attorney General for Attorney General

On _____
(Date)

On _____
(Date)

Attachment C

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Department of Corrections, attn: Christine Phenix; by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.

**RFP # 12-03 REFERENCE QUESTIONNAIRE
FOR:**

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Department of Corrections, via facsimile at (775) 887-3343 or e-mail at cphenix@ndoc.state.nv.us, no later than March 01, 2004 @ 2:00 p.m. PST, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Department of Corrections by telephone (775) 887-3347 or by e-mail cphenix@ndoc.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
<i>Contact name and title/position</i>	
<i>Contact telephone number</i>	
<i>Contact e-mail address</i>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:

 2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

 3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

 4. What is your level of satisfaction with hard-copy materials produced by the vendor?
-

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

Attachment D

Vending Machine Data

Vending Machine Data

The statewide estimated yearly gross sales for vending machines is \$850,000.00

Northern Region		Total	Snack	Food	Soda	Comments
Northern Nevada Correctional Center (NNCC) 1721 E. Snyder Ave Carson City, NV 89701	Visiting	7	2	2	3	1 of the 3 soda machines is a hot drink machine
	Staff	3	1	0	2	
Nevada State Prison (NSP) 3301 E. Fifth St Carson City, NV 89702	Visiting	6	1	2	3	1 of the 3 soda machines is a hot drink machine
	Staff	0	0	0	0	
Warm Springs Correctional Center (WSCC) 3301 E. Fifth St. Carson City, NV 8970	Visiting	5	1	1	3	1 of the 3 soda machines is a hot drink machine
	Staff	2	1	0	1	
Silver Springs Conservation Camp (SSCC) 4950 Shirlee Rd. Silver Springs, NV 89429	Visiting	2	1	0	1	
Northern Nevada Restitution Center (NNRC) 2595 East Second St. Reno, Nv 89502	Visiting	5	1	1	3	1 of the 3 soda machines is a hot drink machine
Lovelock Correctional Center (LCC) 1200 Prison Rd Lovelock, NV 89419	Visiting	8	2	3	3	1 of the 3 soda machines is a hot drink machine
	Staff	6	1	1	4	
Administration Buildings North Various Locations	Staff	4	2	0	2	
Southern Region		Total	Snack	Food	Soda	Comments

Southern Desert Corr. Center (SDCC) Cold Creek Rd Carson City, NV 89701	Visiting	10	2	4	4	1 of the 4 soda
	Staff	7	1	3	3	

Southern Nevada Corr. Center (SNCC) **Facility is currently closed One Prison Road Jean, NV 89019	Visiting	0	0	0	0	Number and type of machines to be determined at a later date. Machines for this location do not need to be included in the proposal.
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Jean Conservation Camp (JCC) Three Prison Road Jean , NV 89019	Visiting	7	2	2	3	
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High Desert State Prison (HDSP) 22010 Cold Creek Rd. Indian Springs, NV 89018	Visiting	11	2	3	6	1 of the 6 soda machines is a hot drink machine
	Gate House: Visitors & Employees	2	0	0	2	
	Staff	4	1	1	2	

Rural Nevada		Total	Snack	Food	Soda	Comments
Ely State Prison (ESP) -Maximum Facility 4569 N. State Rt. 490 Ely, NV 89301	Visiting	12	3	3	6	3 of the soda machines are water, juice and hot drink machines
	Staff	7	1	3	3	

Administration Buildings South	Number and type of machines to be determined at a later date. Machines for this location do not need to be included in the proposal.					
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